

ORIGINAL



APRIL 3, 2019

Nebraska Corn Board

Advertising Services Request for Proposal



firespring.com

1201 Infinity Court
Lincoln, NE 68512
402.437.0000

1515 South 75th Street
Omaha, NE 68124
402.930.0000

295 West Broadway
Council Bluffs, IA 51501
712.322.2670



We hear you.

April 3, 2019

Dear Selection Committee,

Thank you for the opportunity to present our qualifications and approach to achieving the goals and objectives of the Nebraska Corn Board. We are fully prepared to serve as your collaborative partner in the development, implementation and evaluation of new and existing promotional/marketing campaigns and programs. As you seek to identify the most qualified partner to carry out your needs that include:

- Serving as contractor of record,
- Providing media services,
- Assisting with creative development and new media use,
- Social media marketing,
- Earned media opportunities and
- Seeking industry sponsorships and promotions as needed

we hope to display the qualifications and track record that will make Firespring the obvious choice.

While Firespring has expertise in all areas of marketing, we recently acquired the local agency masterminds at Evol Empire Creative to further expand our branding, web design and web marketing capabilities.

There are several Firespring uniques which have led to our growth in the media and social marketing sector that set us apart from other firms. The first is our focus on our clients' why. When we approach a challenge as your partner, we start there, knowing that every recommended strategy and tactic must clearly reinforce and grow your purpose as a life-changing movement. For example, the partnership Firespring negotiated with Nebraska Broadcasters Association, which will provide \$700,000 in additional airtime to Tobacco Free Nebraska's existing media budget, illustrates how our team looks beyond boundaries to achieve greater outcomes for our clients.

Next, we have the ability to leverage technology to achieve even the most audacious social change marketing goals on budget. By having a team of technology experts in-house building platforms for social impact movements like the St. Baldrick's Foundation, our clients and partners achieve measurable impact through more collaborative and research-based strategy, highly targeted and personalized approaches to marketing challenges and a deep understanding of new and emerging marketing channels. We've provided recent narratives to demonstrate our ability to leverage technology toward creating positive change.

Third, we believe our clients succeed when we are able to build trusted, collaborative relationships. Over the past four years, we've added many talented professionals who bring fresh, innovative and strategic thinking to our clients as we work together to develop cohesive messaging, robust brands and cutting-edge solutions that deliver results. We've assembled a dedicated Tobacco Free Nebraska team from our 184 person roster in the Lincoln and Omaha areas. This team is introduced in greater detail throughout this proposal, and they have been chosen based on their ability to generate fresh insights and industry experience.

Finally, Firespring is the first Certified B Corporation (B Corp) in Nebraska. By voluntarily meeting rigorous standards of transparency, accountability and performance, B Corps distinguish themselves in a cluttered marketplace by offering a positive vision of a better way to do business. Since then, we've inspired other Nebraska-based companies to become B Corps. The more companies engage, the more positive impact our business community will make across Nebraska.

As your strategic marketing partner, your standards are our standards. Your purpose and why aligns with ours. Together, we are ready to work, bring fresh ideas and create more positive outcomes to improve our communities. We hope you find our strategies, case studies and stories inspiring and engaging, and we welcome your input and questions.

Thank you for your time and thoughtful consideration of our proposal.

Sincerely,

Your Firespring Team

Technical Proposal

1. Request for Proposal Form

Submitted on the previous pages.

2. Corporate Overview

a. Bidder Identification and Information

Company Name: Firespring, Inc.

Federal Employer Identification Number: 47-0840198

Address: 1201 Infinity Court, Lincoln, Nebraska 68512

Primary Contact: Rence Howe, Account Director

Phone: 402.437.0195

Email: renec.howe@firespring.com

Website: firespring.com

With more than 200 strategic marketers, creative thinkers and technology experts in Lincoln, Omaha and Council Bluffs, Firespring is one of the largest marketing communications firms in the Midwest. We provide printing, software, marketing and strategic guidance for nearly 9,000 brands, businesses and nonprofits in all 50 states and on 12 countries across six continents.

We opened for business in 1992 as AlphaGraphics, a print communications provider in downtown Lincoln, adding a second location in Omaha in 1995. We soon began to sense that this new "internet" thing might catch on and, in 1996, launched an interactive services division, Level100 Communications, to build websites for local businesses and nonprofit organizations.

In 2001, we left the AlphaGraphics franchise network to become Cornerstone Print & Marketing while Level100 simultaneously rebranded as Digital IMS (Integrated Marketing Solutions). Shortly after our 15th anniversary in 2007, we found our forever brand as Firespring. As a result of our team-centered culture, we were featured in Inc. Magazine in 2011 as one of the Top 50 Small Company Workplaces in America.

In 2014, Firespring became Nebraska's first Certified B Corporation, joining TOMS Shoes, Ben & Jerry's, New Belgium Brewing, Patagonia and more than 2,000 other companies leading a global movement to redefine success in business. Our B Corp status cements our core purpose of leveraging our people, products and profit as a force for good.

Using the greatest resources we have, we execute on that promise via our Power of 3 program. Firespring gives:

1% of our Profit (top-line revenue donated to nonprofits)

2% of our Products (in-kind products and services)

3% of our People (team members volunteer 1 day per month)

As a purpose-driven organization that truly walks the talk, Firespring understands the unique challenges and responsibilities nonprofits and public entities face and embraces high levels of accountability and transparency. We pride ourselves on being great stewards of the budgets we're entrusted with, treating each and every dollar spent as if it were our own. To that end, we were recently honored as a Better Business Bureau Integrity Award winner.

In 2015, Firespring joined forces with our sister company, Cornerstone Print & Marketing, and Lincoln-based ad agencies 42 and Snitily Carr to expand our team and capabilities to their present levels.

Shortly after, we announced the consolidation of our Omaha printing and mail marketing operations into one location, with a subsequent acquisition of Lincoln-based Jacob North Print & Media Solutions and A to Z Printing. All companies now operate under the Firespring brand.

In 2016, we were honored again by Inc. Magazine as one of 50 honorees nationwide for their inaugural Best Workplaces Award and were included on their "Inc. 5000" list of America's fastest-growing private companies for the sixth time. We were also recognized as a Best for the World Honoree by scoring in the top 10% for community betterment among more than 2,000 Certified B Corporations worldwide.

Today, Firespring is proud to be nationally recognized as a top workplace and a global leader in generating positive community impact. While our main priority is to create an abundance of positive social change, our clients and partners also count on us as a force in our areas of expertise to help them do more good.

b. Financial Statements

Firespring has been a privately held company for over 20 years. We currently have 184 employees. Firespring is a financially strong company with a strong track record of making timely payments to vendors and providing payroll to employees.

Firespring's spectrum of services all under one roof is unique from most advertising firms and provides significant benefits—responsiveness, enhanced communication, greater efficiency, and superior value—to our clients.

Banking Reference

Union Bank

Todd Furasek, Vice President

4243 Pioneer Woods Dr., PO Box 82535

Lincoln, NE 68501-25535

402.323.1795

todd.furasek@ubt.com

Firespring has no judgments, litigation or other real or potential financial reversals pending.

Capabilities



Creative

branding, identity, campaign development, copywriting and design



Strategy

research, account planning, marketing plan development and analysis



Media

planning, placement, trafficking, management and reporting



Public Relations

corporate communications, press releases, event planning, media training, guerrilla marketing, social media content development, media tours, media relations, crisis management and reporting



Digital

web design, software development, 2-D & 3-D animation, application development, podcasts, online games, mobile and email marketing, social media, SEO and SEM



Traditional Marketing

broadcast, photography, direct mail, specialty products, print ads, newsletters, brochures, billboards and theater



Print

offset, digital, variable data, large-format and digital print on demand



Mailing

mail preparation, shipping and bulk mail handling and variable-data mailing



Trade Show

modular, pop-up and tabletop displays, retractable banners and stands, workstations, signage, islands and trade show management

c. Change of Ownership

Firespring does not anticipate any change in ownership or control of the company during the 12-month period following this proposal due date. Firespring merged with Cornerstone Print & Marketing, 42 and Snitily Carr on April 1, 2015. All companies began operating under the Firespring brand on June 1, 2015. Firespring also acquired Evol Empire Creative in December, 2018 and they are now operating under Firespring as well.

d. Office Location

Firespring's corporate headquarters is located at 1201 Infinity Court, Lincoln, NE 68512. We also have offices at 1515 South 75th Street, Omaha, NE 68124 and 295 West Broadway, Council Bluffs, IA 51503. The deliverables outlined in this RFP will be created and executed at Firespring Headquarters which is located at 1201 Infinity Court, Lincoln, NE 68512.

e. Relationships with the State

Firespring has had and continues to have many positive relationships with the State of Nebraska. We are proud to submit some of the State of Nebraska contracts we have held within the last five (5) years:

Nebraska Department of Health & Human Services–Tobacco Free Nebraska–(58233[04] Ren[3])

Firespring (as Snitily Carr until June 1, 2015) has served as the agency of record for the Tobacco Free Nebraska (TFN) program since 2001. Targeting a statewide audience, our partnership with TFN has contributed to the significant decrease in both adult and youth tobacco use rates and helped Nebraskans achieve reduced exposure to the dangers of secondhand smoke. In this role, we provide strategic planning, focus group facilitation, creative testing, strategic media planning, media buying, creative development and several production services (including print, video, radio, social media and interactive).

Nebraska Department of Health & Human Services–Tobacco Free Nebraska: Youth Empowerment Movement–(SCA-9639)

In January 2005, Firespring (as Snitily Carr until June 1, 2015) became the agency of record for Tobacco Free Nebraska's Youth Empowerment/Prevention program, No Limits. We have provided staffing as well as strategic and creative implementation, branding and web services to support the efforts of the program. Firespring renewed its contract to continue our work with the Youth Empowerment Movement in January 2018.

Nebraska Department of Health & Human Services–Gamblers Assistance Program–(SCA-51849)

In April 2012, Firespring (as Snitily Carr until June 1, 2015) was awarded the contract to develop and implement Nebraska's problem gambling public awareness campaign. Activities included strategic planning, creative development, focus group research, media planning and placement, production services, website development and public relations. In 2013, an independent Commission on Problem Gambling began administering the Gambling Assistance Program through the Nebraska Department of Revenue. Firespring began serving the Nebraska Commission on Problem Gambling later that year, providing creative, strategic and interactive services. The campaign included creative development and production of digital, print and collateral materials.

Nebraska Department of Health & Human Services–Nebraska Organ and Tissue Donor Awareness and Education–(67453 [04])

Firespring was awarded the contract to provide statewide education and public awareness to the need for organ and tissue donation in July of 2015. We have provided strategic marketing to carry out campaigns that have included statewide theater, print and digital placements.

Nebraska State Health Improvement Plan–(No contract number is available)

In April 2015, Firespring (as Snitily Carr until June 1, 2015) began working with the Nebraska Department of Health and Human Services Division of Public Health's Community and Rural Health Planning Unit to provide strategic and branding services. The project included logo development, design elements, key messaging, brand standards guidelines and branded materials to promote the State Health Improvement Plan.

Nebraska Tourism Commission–(SCA-0166)

Firespring has maintained a close working relationship with the Nebraska Tourism Commission from 1996–2013. For the first four of those years, we (as Snitily Carr) fulfilled audio and video production needs. In January 2000, we were named advertising agency of record for NTC and began providing comprehensive advertising and marketing services including audience research; strategic planning; public relations; media planning and buying; interactive development; custom photography; social media; creative and message development; and production of print, TV, outdoor and radio advertising for both in-state and out-of-state audiences. Our contract with NTC was renewed twice since 2000 because of the value and results we provided.

Nebraska Department of Economic Development–(No contract number is available)

In 2015, Firespring was awarded the contract to develop a comprehensive marketing plan, branding and website for the Nebraska Department of Economic Development. Our work for the Department included conducting research via surveys with members of the Nebraska business community and millennials, one-on-one meetings with Nebraska community leaders, open forum meetings throughout the state and interviews with key state employees and government officials. The rebrand was developed for the entire Department and brand extensions were created for partners and Nebraska state agencies. The website promotes economic development in Nebraska to local stakeholders and partners as well as regional, national and international markets.

Nebraska Department of Education–(No contract number is available)

In 2014, Firespring began working with the Nebraska Department of Education to provide strategic marketing services to help educate audiences about the new accountability system, AQuESTT. Our work included the development of a strategic marketing plan, key messaging and positioning for a variety of audiences, branding elements, a creative campaign and promotional materials. In 2016, we began to develop a website to support the Nebraska State Board of Education's strategic plan.

Nebraska Department of Labor–(No contract number is available)

In 2016, the Nebraska Department of Labor hired Firespring to develop a strategic marketing communications plan. The project included development of marketing and public relations strategies and creation of collateral and promotional materials for job seekers and employers.

University of Nebraska State Museum–(No contract number is available)

In 2014, Firespring (as Snitily Carr until June 1, 2015) began working with the museum to provide a comprehensive strategic marketing plan and subsequently develop the creative assets needed to implement it. The process included identification of goals, objectives and target audience, a communications audit and development of key messaging. We also provided media planning services as well as creative concepting for a campaign implemented through outdoor marketing, online banner ads, exterior signage and the museum's website.

Nebraska State Historical Society–(No contract number is available)

Firespring began working with the Nebraska State Historical Society in 2016. Following extensive research and strategic planning, we recommended and began work on a rebrand. This included a new name, logo and tagline for the organization, all of which were presented to a focus group of the target audience for feedback. In addition to developing an overarching logo for the brand, Firespring also created logos for each of its subdivisions. Ongoing work for Nebraska State Historical Society will include designing templates for letterhead, business cards, slide decks and more.

f. Bidder's Employee Relations to the State

No Firespring employee named in this proposal is or has been an employee of the State within the past 12 months. No employee of any agency of the State of Nebraska is employed by Firespring or is a subcontractor to Firespring as of February 21, 2018.

g. Contract Performance

Firespring, or any proposed subcontractor, has never had a contract terminated for default, nor has it had a contract terminated for convenience, nonperformance, non-allocation of funds or any other reason.

h. Summary of Bidder's Corporate Experience

Firespring offers a tremendous amount of expertise relative to this RFP. The most notable of which is our experience as Nebraska Corn Board's agency of record for the past 17 years. In addition, Firespring has worked with numerous other clients and projects with the state over the years.

The following matrix underscores a sampling of the projects approaching the size and scope of work outlined for this contract.

i. Summary of Bidder's Proposed Personnel/Management Approach

Firespring believes in the transformative power of collaboration and a positive, transparent corporate culture. That belief is actualized in the way we conduct our work as a team and recognize peers daily for living Firespring's values at an 11-minute standup meeting. These values can be summarized as living up to our commitments to our clients and to each other every day. Exposure to these practices has led many of our clients and peers to seek advice on organizational management and culture. It's also been a key driver in the local and national recognition we've received as a great place to work.

Nebraska Corn Board will benefit from a team that is consistently positive, fun to work with and able to focus on bringing their very best work to the table. For Nebraska Corn Board, Firespring will bring its internal team together for a regular cadence of meetings in which ideas and issues are discussed and assignments are given to the appropriate team lead. The account team will work closely with Nebraska Corn Board to establish a system of meetings and check-ins that ensure all aspects of the campaign remain on track in terms of creative vision, quality, budget and timeline.

Firespring has established a set of core processes for working with clients on all levels, including creative, branding, advertising and PR engagements; digital and interactive projects; and printing, signage and mailing services. These processes ensure both clients and the Firespring team are on the same page throughout a complex project with multiple deliverables. Our efficient workflow practices allow team members to channel their time, energy and creativity to Nebraska Corn Board's marketing and communication goals.

Firespring's team is driven by a passion for purpose. The people we attract to become Firespring team members are motivated by our corporate commitment to leverage our people, products and profits as a force for good. Many of us have been employed at great organizations, but find our why as professionals here at Firespring, where we can do great work for our clients and community. Our team consists of top talent who bring a range of experiences, including leadership, communication, client engagement, project management, technical knowledge, marketing skill, community volunteerism and a commitment to continuous learning and improvement.

Meet Your Team

Lori Koepke | Media Director, ACD

Lori brings our clients more than 20 years of advertising experience. She oversees a team responsible for strategic media planning, research, negotiating, buying and placement. Her media expertise, knowledge of the statewide market and negotiation skills enable her to maximize our clients' media budgets through value-added placement and exceptional media buys with all media outlets.

Lori's experience includes clients such as Tobacco Free Nebraska, the Nebraska Tourism Commission, Nebraska Game and Parks, Nebraska Soybean Board, Lincoln Partnership for Economic Development, Nutrien Ag Solutions Loveland Products, Wilbur Ellis, Lincoln Saltdogs, Lincoln Convention and Visitors Bureau, Lincoln Airport Authority and B&R Storcs.

Renee Howe | Account Director

Renee brings more than 17 years of experience in the marketing and advertising industry to Firespring as account director where she will be growing and nurturing the company's client base in the Lincoln market. She is a seasoned account manager and media buyer with experience from six advertising agencies in Arizona, Florida and Nebraska as well as five years of network television sales at KLKN TV.

Renee's experience includes Lincoln Electric System, Lincoln Airport Authority, SAC Federal Credit Union, Omaha Chamber of Commerce, The Coggin Automotive Group, CHI Health, The Nebraska Lottery, Spectrum Communications and Southeast Community College. Howe earned her Bachelor of Journalism degree from the University of Nebraska--Lincoln.

Jeff Maul | Executive Director, Vice President

Lincoln Convention & Visitors Bureau/Lincoln Chamber of Commerce
3 Landmark Centre, Lincoln Mall, Suite 100
Lincoln, Nebraska 68508
402.434.5343

Dave Snitily | Director of Marketing

Crete Carrier Corporation
400 NW 56th Street
Lincoln, Nebraska 68528
402.475.9521

David Haring | Executive Director

Lincoln Airport Authority
2400 West Adams Street
Lincoln, Nebraska 68524
402.458.2400

David Haring | Executive Director

Lincoln Airport Authority
2400 West Adams Street
Lincoln, Nebraska 68524
402.458.2400

Stu Osterthun | Director of Communications

Southeast Community College
301 S. 68th Street Place
Lincoln, Nebraska 68510
402.471.3333

Kelley Porter | Manager, Customer & Corporate Communications

Lincoln Electric System
1040 E. O St.
Lincoln, Nebraska 68508
402.473.3284

Andrew Tuzson | Vice President of Creative

Andrew will support all creative and interactive aspects of your account including concepting, technical insight, innovation and implementation.

Over the course of his career within the creative arena, Andrew has founded, grown and sold two successful agencies—the most recent being the acquisition of Evol Empire Creative by Firespring. Andrew is passionate about all things creative, including business growth strategies, web development, advertising methodologies, SEO, company culture, and design trends. When Andrew isn't obsessing over projects, he can be found spending time with his three children at his home in Lincoln, Nebraska.

Angie Nelson | Copywriter, ACD

A careful listener, Angie captures the essence of her client's message and hones it meticulously until it speaks to the target audience with the appropriate tone. She is responsible for information gathering, creative development and copywriting for all formats including print, digital, web and video.

As a member of the tobacco quit community, Angie understands Big Tobacco's marketing lures and quit pain points firsthand. She applies her real-world experience quitting tobacco to her work for Tobacco Free Nebraska, No Limits and similar organizations.

With nearly a decade of experience in marketing and advertising, Angie has partnered with entities such as Tobacco Free Nebraska, Tobacco Free Nebraska–Youth Empowerment Movement (No Limits Nebraska), St. Baldricks Foundation, Nebraska Department of Health and Human Services, Douglas County Health Department, Floyd Valley Healthcare, Lincoln Airport Authority, IRS Healthcare, College Savings Plan of Illinois and College Savings Plan of Alabama.

Carl Steffen | CEO

StonerIn Technology
830 L St., Suite #201
Lincoln, Nebraska 68508
402.770.4745

Bill Udell | Director of Business Development

Don't Panic Labs
151 N 8th St., Suite #350
Lincoln, Nebraska 68508
402.318.9855

Paul Johnson | CEO

Atlasphere Consulting
2124 Y St.
Lincoln, Nebraska 68503
402.540.1950

Sarah Wischhof | Director of Marketing and Special Events

United Way of Lincoln and Lancaster County
238 South 13th St.
Lincoln, Nebraska 68501
402.441.7760

Maya Chilese | Strategic Plan Manager

Office of Community Health and Performance
Management Division of Public Health, DHHS
301 Centennial Mall South
Lincoln, Nebraska 68209
402.437.2006

Nacy Rosenow | Executive Director

Dimensions Foundation, Nature Empower Program
7700 A Street
Lincoln, Nebraska 68510
402.467.6112

Ryan Holt | Design Director, ACD

Ryan is a new addition to Firespring as design director. He has previously served as a creative director, graphic designer and associate art director at another major Lincoln agency. He has worked on many account teams including Cannon Downriggers, Minn Kota and Nebraska Game & Parks. Holt graduated from the Art Institute of Las Vegas with a bachelor's degree in graphic design.

Jeff Long | Marketing Strategist

Firespring marketing strategist, Jeff Long, has more than 20 years of experience in marketing, communications and design. He is responsible for ensuring Firespring clients have a marketing strategy that helps them achieve their business goals.

In his 20-plus years in the business, Jeff has done everything from graphic design to strategy—which is what he currently provides for Firespring and our clients. From building a solid marketing foundation to the cherry-on-top tactics, Jeff knows it all.

Patty Malone | Owner, Producer

Malone & Co. Film Production
1112 Applewood Dr.
Papillion, Nebraska 68046
402.344.3786

Hannah Luiz | Digital Marketing Coordinator

Otis Technology
9087 Lyons St.
Lyons Falls, New York 13368
315.348.4300

Chris Olson | Partner

Locke and Stache Production
338 N. Boonville Ave.
Springfield, Missouri 65806
816.225.5877

Randy Huber | Application Development Manager

Fusion Medical Staffing, LLC
11808 Grant St. Suite 100
Omaha, Nebraska 68164
402.651.0278

Dale Williams | Entrepreneur/Former Co-Owner

MedTech Solutions
1010 N 102nd St. #300
Omaha, Nebraska 68114
402.490.2316

Tom Hollman | President

Elevation Packaging & Equipment
105 N 31st. Ave
Omaha, Nebraska 68131
402.740.1512

j. Subcontractors

It is difficult to predict if, and to what extent, subcontractors will be needed without first knowing each project's parameters. However, with Firespring's wide array of in-house resources, the need to hire subcontractors on any given project will be extremely low.

3. Technical Approach

a. Understanding the Project Requirements

Project Description

We understand this project addresses the goal of enhancing profitability (viability) and expanding the demand and value of Nebraska corn and value-added corn products. With these efforts, NCB seeks to reach farmers, consumers (including influencers, millennials, youth and vehicle owners) and media.

Understanding agricultural trends, issues in the media and consumer awareness of attitudes toward corn, agriculture and food production is critical to the success of these marketing efforts.

These are complicated times for agriculture. Technology, sustainability, production, profit, conservation, best practices, international markets, social concerns, biofuels, animal agriculture, etc. are shaping industry trends and impacting corn's perception among farmers, consumers and the media. Each audience provides an important opportunity for education and promotion of the state's leading cash crop.

Imagine if every person in the target audience thoroughly understood Nebraska's Golden Triangle and the value it adds—via renewable biofuel, distillers, grains and meat production—to corn and our economy. Most people who have driven the interstate realize Nebraska produces a lot of corn, but do they know we're the third-largest producer of corn in the nation? What about corn's role in ethanol production and distiller grains? And does the average person understand the tie between corn and livestock feed? Communicating effectively with the target audience will help strengthen the industry, ensure check-off dollars are being used wisely, shape perception of Nebraska corn farmers and increase consumer awareness of corn and value-added corn products.

Scope of Work

We understand the selected contractor will be responsible for developing comprehensive marketing services including:

- Project planning and evaluation.
- Creative design and development.
- Earned media services.
- Social media marketing.
- Project modifications and special projects.
- Branding.
- Supplemental creative material creation.
- Video editing.
- Project evaluation.
- Market research.
- Corns' talk quarterly report development.
- Spokesperson relations.
- Strategic planning.
- Media placement and advertising buying.

Technical Requirements

For the following six (6) technical requirements, provide a bidder response explaining how each requirement will be met. Include frequency of each requirement in the bidder response. Explain the overall process, research methodology, planning, creative development, requirement implementation and evaluation of each item. If a "reimbursement or a commission rate" cost is associated with the requirement, please include in the narrative response.

The fulfillment of the RFP requirements listed below will be at the direction of the Nebraska Corn Board. A completed form must be submitted with the proposal response.

1. CornsTalk NEWSLETTER

The Nebraska Corn Board publishes its CornsTalk newsletter three times per year. The publication is a tabloid-sized piece distributed through the state's weekly and daily newspapers, as well as through the Midlands Business Journal and Lincoln Business Journal. Two of the editions are eight pages, while the third is 12-16 pages. The larger edition is also distributed as an insert in Nebraska Farmer magazine in February.

The contractor proposal should not include printing, shipping and insertion costs as these will be outside of the contractor budget and will be billed directly to and paid to the vendor by NCB. The contractor proposal should include all services outlined below as well as anticipated costs for photography (stock and/or on-location) and graphics development.

The Contractor will be responsible for the following:

- Working with NCB to identify the theme, topics and schedule for each issue;
- Conducting research, interviews and fact-finding;
- Creating the content and design for each edition;
- Sourcing photography and graphics as required;
- Soliciting at least three printing bids for each edition;
- Working with the selected printer to ensure timely delivery and accurate shipping; and,
- Working with the Nebraska Press Association, Nebraska Farmer, Midlands Business Journal, Lincoln Business Journal and other distribution outlets to coordinate schedules, insertion dates, shipping/insertion quantities, etc.

Bidder Response:

Firespring is excited to collaborate with NCB on its CornTalks NEWSLETTER, including theme and topic identification and scheduling. Together, we will support and lead research, interviewing and fact-finding efforts as appropriate.

CornTalks NEWSLETTER content creation and design for the two eight-page and one 12–16 page pieces will follow those collaborative efforts in addition to providing any photography and graphic elements as needed. Please see our rate card for pricing associated with these services. In addition, we're happy to provide at least three printing bids for each CornTalks NEWSLETTER edition.

Firespring's experience in working together with third-party distribution outlets helps ensure scheduling, insertion dates and shipping/insertion quantities, etc. are clearly outlined and properly executed.

2. Media Planning and Placement

NCB periodically places media advertising in both Nebraska metro markets and rural markets to support a variety of activities including, but not limited to:

- a. At-the-pump promotions for ethanol-blended fuels,
- b. Consumer education programs,
- c. Farmer education programs and
- d. Magazine advertising targeted to key audiences including livestock producers and consumers.

Depending on the market, the message and the budget, these media campaigns may include radio, newspaper, digital and/or television. Depending on the promotion, the contractor may also be required to coordinate efforts with other stakeholder groups such as fuel retailers, the Nebraska Ethanol Board, the Nebraska Corn Growers Association, etc.

The contractor will strategically coordinate media buys to ensure the best placement (place, medium and time slot) while securing the best rates available to help advance NCB's advertising and marketing goals.

Bidder Response:

Firespring's media team has more than 30 years of combined experience buying media in Nebraska. What we've discovered during this time is that to truly understand the uniqueness of certain areas you need to live there. Often, media reps take advantage of the complexities of Nebraska's DMAs to make a sale. This is unfortunate, as some advertisers may not understand where their messages are ultimately being seen and are paying for unnecessary coverage.

The fact is, we do live here. And that has many advantages, including giving us an unparalleled understanding of how our local DMAs work. Living here also means we see and/or hear the creative in the same ways your target audience is experiencing the message and brand. We're also very familiar with local programming and are up-to-date on any changes in format, talent and reach. And we understand the demographics of the state. All of this allows us to more effectively buy media in Nebraska's unique media landscape.

In addition to our Nebraska media knowledge, we have a strong background in agriculture, having placed media for several clients—both past and present—on all levels from local to national. Placements have consisted of both traditional and non-traditional tactics and we have built strong relationships with our vendors across all types of media, including at-the-pump promotions, sponsorships, print, digital, social, out-of-home, television and radio. We have also worked with clients such as the Nebraska Soybean Board and Nebraska Organ and Tissue which have allowed us to coordinate efforts with other stakeholder groups.

Firespring's overall media philosophy consists of three parts—strategic, collaborative and client-focused.

STRATEGIC: We remain neutral in media recommendations with no ties to any particular station, publication or format. Our only commitment is to our clients, so we buy media as if we were buying it for ourselves. That means we tailor our approach to accomplish your specific goals.

Our strategy is to analyze research and current media consumption trends to help us determine the mediums and channels your target audiences are utilizing to focus on efficiencies. While this method requires a good deal of effort and experience, it is highly effective for connecting with the most relevant audience and allows us to leverage the individual strengths of each medium.

We subscribe to several resources that provide us with up-to-date data on how different demographics utilize various mediums. This provides us with increased knowledge and allows us to create multi-channel media plans focused on your specific target audience while allocating your budget in the most efficient manner.

COLLABORATIVE: Collaboration is an essential part of Firespring's DNA. Our media team works closely with our creative team to ensure campaign assets are developed to maximize a campaign's exposure and performance.

An overlooked aspect of media buying is the need to build and maintain strong relationships with media vendors. These individuals are our connection to better pricing and added value for our clients. We work together with them to create long-lasting, respectful partnerships. As a result of these relationships, we often receive the first opportunity for special packages, promotions and opportunities, and we find that the vendors themselves often go to bat for us and our clients when new offerings arise.

CLIENT-FOCUSED: We define a successful media campaign as one that meets your goals. So that's where we begin—by digging in and understanding the objective, whether it be education, general brand awareness or a specific call to action. Then we learn all we can about your audience, researching the hows and whens of their media usage. We then consider all of the options, both traditional and nontraditional, and put together a strategic, customized plan for how we can integrate tactics to deliver results. It's not about the ease of the buy; it's about doing what it takes to best meet your marketing goals.

Our plans seek to create the right media mix to reach whatever the marketing goal is across all target audiences. Many consumers today qualify as media-multitaskers, meaning they are on their mobile devices while doing something else such as watching television. It's vital to reach your audience at a variety of points in the decision funnel.

Our experience has taught us creating a cohesive multichannel marketing strategy is not only vital for effectively reaching and engaging the target audience, but it also helps maximize budget and extend the length of a campaign.

Our media buying process is comprised of planning, implementation and assessment.

Planning

- An initial meeting is held to determine goals and review details for the media campaign. This would include existing sponsorships and/or the need to coordinate efforts with other stakeholders.
- Information gathered during this meeting guides the media plan, helping us determine the most cost-effective options and how best to target the audience.
- Timelines, audience demographics, geographic regions and budgets for the specific campaign(s) are determined.
- Media recommendations (including rationale and estimated spend) are then provided. We consider seasonal and market-specific activities and the opportunities or challenges they may present.
- Upon approval of the media recommendations, a detailed media plan is created.
- During this phase we analyze ratings for TV and radio, if necessary. We negotiate pricing on all media tactics and discuss added-value opportunities before putting together the detailed plan to present for approval.

Implementation

- Upon approval of the media plan, we enter the buy details into our media software.
- Insertion orders are generated and sent to all vendors.
- Signed insertion orders must be returned by the vendor. This acts as a contract and verifies we are in agreement on rates, dates and times.
- Assets and traffic instructions regarding spot rotations and ad placements are sent to vendors.

Assessment

- Media placements are monitored to make sure ads are running as ordered.
- This is achieved by receiving tearsheets for print ads, photos for out-of-home, monthly reporting for digital placements and invoice verification for TV and radio.
- Invoice verification is an important part of our media process and something we take very seriously. Every invoice is either verified manually or by our media software and includes a line-by-line check of date, time, spot length, ad size, rate and ISCI code. Anything that doesn't match the order in our system is flagged and the buyer will contact the vendor for a make-good.
- Make-goods are negotiated for any discrepancies from the original order and will be equal to or of greater value than the original placement.
- Digital reporting will be provided monthly by the 10th of the following month.

Advantages of Media Placement through Firespring

- Experience, knowledge and strategy help us deliver the right message to the right target audience. Knowing the benefits of and how to use each medium, along with identifying the right channels, is essential to every media plan.
- Philosophy is strategic and proactive. We remain neutral in media recommendations with no ties to any particular station, publication or format. Our only commitment is to our clients.
- We develop a strategic customized media plan versus being sold a generic package predetermined by a vendor.
- The media team gets daily exposure to special offers, unique opportunities and bulk discounts based on our relationships with our vendors.
- Firespring has experience in media negotiations nationally, regionally, statewide and locally.
- Team members have backgrounds in a variety of mediums including print (trade journals, consumer publications, newspaper), radio, television, outdoor, transit, theatre, direct mail, email, social media and digital.

- We manage media buys from negotiations to placement & trafficking, invoice verification and billing. This includes fielding all media calls and providing recommendations.
- You'll receive one invoice from Firespring versus multiple invoices from various vendors.
- We work to get you additional value through special promotions, sponsorships or additional placement at no cost.

Our approach is strategic and proactive. We represent our clients with the same energy and focus regardless of budget size. We represent your advertising budget with the utmost scrutiny and professionalism.

Standard media services include media planning and placement, negotiation, trafficking, invoicing, verification of schedules and digital reporting. Our Firespring media team will facilitate ongoing communication with media outlets regarding NCB projects. In exchange for these services, Firespring will receive the standard 15-percent agency commission. Any additional recommendations or time spent reviewing vendor proposals not placed by Firespring will be billed at the hourly media rate. (See Cost Proposal.)

3. Creative Development, Design and Production Services

The Nebraska Corn Board utilizes a wide range of tactics to achieve its marketing communications objectives. These tactics vary according to the overall messaging, target audience, budget and marketing environment. These tactics may include, but are not limited to:

- a. Trade show banners and displays,
- b. Magazine/newspaper/miscellaneous print advertising,
- c. Brochures, handouts and other collateral materials,
- d. Online/digital assets (web banner ads, e-blasts, social media content, etc.),
- e. Transit,
- f. Television/Vidco/Online Video and
- g. Radio commercials.

Bidder Response:

All design and production will be produced in-house and will need to receive a custom estimate based on each project and its specifications.

4. Website Updates, Management and Maintenance

NCB launched an updated website (nebraskacorn.gov) in February 2019. NCB staff is primarily responsible for ensuring content is current on the site. The contractor will be responsible for the following services related to this site:

- a. Provide maintenance and support as required,
- b. Post content and graphics as requested by NCB and
- c. Make recommendations on upgrades, changes in functionality, etc. as appropriate.

Note that NCB also manages www.AmericanEthanolNE.org. The contractor will be asked to assist with this site in a similar fashion as needed.

Bidder Response:

The Firespring interactive team gets web design. Our team of award-winning in-house web designers are experts in crafting intuitive, interactive experiences that incentivize actions based on KPIs, demographics and psychographics. The Firespring interactive team will facilitate a comprehensive discovery session with your organization to efficiently identify goals, use case scenarios, marketing methodologies at play and behavior flow. This insight will allow the Firespring interactive team to complete a thorough audit of the organization's web properties. This auditing team will compile feedback and recommendations that include, but are not limited to:

- UI/UX changes to improve the architectural structure of the website.
- Design changes to increase conversion rates.
- Site structure to ensure proper SEO methodologies are being employed.
- Additional technology to integrate which will increase user engagement.
- Copywriting recommendations to ensure readability and keyword targeting.

5. Video Production

NCB has in-house capability to shoot and edit video programs on a limited basis. However, there are certain projects that must be handled by a contractor due to the complexity of the project and/or deadlines.

These may include, but are not limited to:

- a. Educational videos,
- b. Television commercials and
- c. Web-based videos to support promotions or other outreach initiatives.

Bidder Response:

Pre-Production & Discovery

Firespring's team will methodically plan, research and strategize your video needs before moving into production. The video team will hold a discovery session with your team to brainstorm creative direction, discuss goals and identify a call to action for your video. Some questions we may ask include, but are not limited to:

- What do you want the video to accomplish?
- What platforms will be used to share the video?
- What needs to be included?
- What key messaging (KPIs) do you want to highlight?

All of these questions can help shape your final video effort. After the discovery session, our team will meet internally to create a voiceover (VO) script and visual outline of the piece.

Production

VO Track: Our strategists and copywriters will work together to craft messaging that builds value to your brand.

B-roll: The visual elements of the piece will utilize engaging shots of your specified vision. This includes, but is not limited to drone footage, hand cam shots, gimbal shots and purchased footage.

Post-Production

Editing: After production is complete, footage is assembled by Firespring's video editors to ensure the message outlined in the original storyboard is conveyed. Sound editing is also required to polish the VO track. Music can be selected from a music library by our team or custom music may be composed or chosen at an additional cost.

6. Project Planning and Management

Project planning will be a collaborative effort between NCB's communications, market development and research committees, board of directors, and the contractor. Project management will be the responsibility of the contractor as well as management of all staff assigned to the project.

The contractor will coordinate specifically with the director of communications on staff with NCB. NCB will require the contractor(s) to meet periodically with staff, board members or other stakeholders/partners to discuss marketing plans, promotional details, consumer campaigns and other issues related to the contractors' work on behalf of the Nebraska Corn Board. Those meetings will take place most frequently in the Lincoln offices of NCB.

Bidder Response:

Account Management/Communication

Account managers work closely with the dedicated Firespring team on your account to ensure each project remains track in terms of expectations, budget and timeline. As part of that, quality control measures are in place from Day 1. A mixture of project management software and team meetings are used to keep quality control and project milestones in front of the team at all times to ensure we deliver the best possible product.

Account Management

The Firespring account management team will plan an internal and external kickoff to ensure all parties are on the same page. Weekly touch bases can be scheduled for in-person or phone conversations and all team meetings can be utilized as desired by either team to ensure the process and communication remain on track and moving forward.

Strategic Direction

Firespring has a team of strategists who can either partner with clients to implement an existing strategy or listen to your goals, audience and needs to construct a strategic marketing plan for you.

Our strategic process is grounded in using data and research to inform smart and effective creative decisions.

Our research process begins by working with our clients to build robust empathy maps, target personas and user journeys that guide the overall strategy and the creative teams during the campaign building process.

We work to make sure we understand what KPIs are important to you and utilize a variety of reporting tools and methods to ensure your plan is on track while proactively making adjustments as needed.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Nebraska Corn Board
 Attn: Executive Director
 301 Centennial Mall South Fourth Floor
 Lincoln, NE 68509

C. NOTICE POINT OF CONTACT (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices, if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-contractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect

the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including sub-contractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

M. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in

the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

O. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Q. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

R. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,

7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a sub-contractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a sub-contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the sub-contractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or sub-contractors or sub-contractor's employees)

If the Contractor intends to utilize any sub-contractor, the sub-contractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any sub-contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or sub-contractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Sub-contractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

All concepts, slogans, or plans submitted or developed by the contractor for NCB during the term of the agreement, whether or not used, and any and all layouts, copy, artwork, films, and other tangible material which the contractor prepares for NCB or purchases for its account pursuant to any advertising campaign for NCB, are NCB's property exclusively.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Agord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each sub-contractor and provide a COI verifying the coverage for the sub-contractor;
2. Require each sub-contractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each sub-contractor has the required coverage; or,
3. Provide the State with copies of each sub-contractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any sub-contractor to commence work until the sub-contractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require sub-contractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability insurance for all of the contractor's employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
CONTRACTOR'S POLLUTION LIABILITY	
Each Occurrence/Aggregate Limit	\$2,000,000
Includes Non-Owned Disposal Sites	
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Corn Board
 Attn: Executive Director
 301 Centennial Mall South Fourth Floor
 Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DB</i>			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be mailed to the Nebraska Corn Board (301 Centennial Mall South Fourth Floor, Lincoln, Nebraska 68509). Invoices may also be submitted electronically to the Nebraska Corn Board (NCB.info@nebraska.gov). The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
DB			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The Nebraska Corn Board (NCB) is seeking the professional services of a Contractor to provide Advertising Services and serve as a collaborative partner in the development, implementation and evaluation of new and existing promotional/marketing campaigns and programs. This RFP is to identify the most qualified contractor to carry out these aspects of NCB's promotional objectives, to serve as contractor of record, and to provide media services, creative development and assistance with new media use, social media marketing, earned media opportunities, and seeking industry sponsorships and promotions as needed.

The mission of the Nebraska Corn Board is to increase the value of corn by creating opportunities. It is an agency of the State of Nebraska and is responsible for developing, carrying out and participating in programs of research, education, market development and promotion to enhance profitability (viability) and expand the demand and value of Nebraska corn and value-added corn products. From ethanol to exports—from livestock feeding to bio-based plastics—the Nebraska Corn Board develops and supports numerous projects designed to increase the demand for Nebraska corn—and to enhance the profitability of Nebraska corn growers. The NCB is solely funded by a mandatory 1/2 of a cent per bushel corn checkoff, which is disbursed by the nine-member board of directors. The goal in NCB's communications is to reach the following audiences: farmers, consumers (including influencers, millennials, youth and vehicle owners) and media.

NOTE: A single contractor or multiple contractors may be selected depending on the capabilities and capacity of the advertising/marketing agency submitting a bid.

B. PROJECT ENVIRONMENT

The Contractor must work collaboratively with the NCB board of directors and staff to promote and strengthen relationships with consumers (including influencers, millennials, youth and vehicle owners), the media and the agricultural community. The Contractor shall uphold the same vision and service to which NCB is committed.

C. PROJECT REQUIREMENTS

The Contractor shall research and understand agricultural trends, trends in media consumption and public viewpoints relating to corn, agriculture and food production. The Contractor will be working with NCB's communication committee, and shall become familiar with NCB's budget process.

Due to the fluidity of the industry, consumer trends and the allocation amount of the board's budget, communication and marketing initiatives have the potential to change rapidly based on the needs and resources of NCB. Budgets shown are not to be construed to be a minimum or maximum amount.

NCB must have direct access, editing capabilities and final decision of all advertising/marketing content developed on behalf of NCB, including, but not limited to, web files, database records, multi-media materials, web code, design templates, graphic designs and video files.

D. SCOPE OF WORK

The fulfillment of the requirements listed below will be at the direction of NCB. Due to the dynamic nature of the work contemplated and the resulting contract, the percentage of time spent on the items delineated below will be fluid, with greater emphasis being put on certain areas at different times. This is considered a normal part of the services being contracted.

Nebraska Corn Board reserves the right to award specific responsibilities to separate contractors.

Once the Contractor(s) has/have been selected, the NCB will meet with them to develop specific budgets for the 2019-20 fiscal year. These budgets must be completed in time for review and approval by the NCB at its May 2019 budget meeting.

1. CornsTalk NEWSLETTER

The Nebraska Corn Board publishes its CornsTalk newsletter three times per year. The publication is a tabloid-sized piece distributed through the state's weekly and daily newspapers, as well as through the Midlands Business Journal and Lincoln Business Journal. Two of the editions are 8 pages, while the third is 12- to 16-pages. The larger edition is also distributed as an insert in Nebraska Farmer magazine in February.

The Contractor proposal should not include printing, shipping and insertion costs as these will be outside of the Contractor budget and will be billed directly to and paid to the vendor by NCB. The Contractor proposal should include all services outlined below as well as anticipated costs for photography (stock and/or on-location) and graphics development.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Form A
Bidder Contact Sheet
Request for Proposal Number 6028 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Firespring
Bidder Address:	1201 Infinity Court Lincoln, Nebraska 68512
Contact Person & Title:	Renee Howe, Account Director
E-mail Address:	renee.howe@firespring.com
Telephone Number (Office):	402.437.0195
Telephone Number (Cellular):	-
Fax Number:	-

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Firespring
Bidder Address:	1201 Infinity Court Lincoln, Nebraska 68512
Contact Person & Title:	Kelly Medwick, EVP Biz Dev
E-mail Address:	kelly.medwick@firespring.com
Telephone Number (Office):	402.437.0000
Telephone Number (Cellular):	-
Fax Number:	-

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

X **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Firespring
COMPLETE ADDRESS:	1201 Infinity Ct. Lincoln, NE 68512
TELEPHONE NUMBER:	402.437.0000
FAX NUMBER:	—
DATE:	04-03-2019
SIGNATURE:	<i>Kelly Medwick</i>
TYPED NAME & TITLE OF SIGNER:	Kelly Medwick, EVP Biz Dev